

any right or privilege other than for agricultural purposes, in any way affecting or appertaining to the lands conveyed by this indenture, or the property is in any way subject to any such option, lease, right or privilege, the rents, profits, royalties and revenues at any time arising from such option, lease, right or privilege during the continuance of this mortgage, and accruing to party of the first part, whether said option, lease right or privilege be operated or exercised or not, at the time of the execution hereof, shall be paid over to said Bank and by it applied to the reduction of the principal of this mortgage, and this agreement shall serve as a full and sufficient assignment of the said mortgagors' interest in said option, lease, right or privilege for the purpose aforesaid; provided that in all cases where said option, lease, right or privilege has not been exercised or operated before the making of this indenture, but is thereafter exercised or operated, thereupon the party of the second part shall, at its election, have the right to demand of the party of the first part, payment in full of the debt secured to be paid by this indenture; provided, that before any proceedings for foreclosure shall be commenced or had the party of the second part shall give 30 days' notice in writing to the party of the first part of such election and demand for payment of the said debt; and no such option, lease, right or privilege for any mineral, coal, oil or other sub-surface or surface right shall be made or granted upon, to or in connection with said lands herein described, subsequent to the execution of this indenture, without the consent of the said Bank having been first obtained in writing.

And the said party of the first part individually and on behalf of personal representatives and assigns, does further covenant to insure, and pending the existence of this Mortgage, to keep insured in some good company satisfactory to said Mortgagee, its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least FOUR THOUSAND Dollars and to cause the policy to be affected thereon, to be so framed or endorsed as in the case of fire, to enure to the benefit of the said Mortgagee, its successors or assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors or assigns.

And it is further agreed by the parties hereto and those claiming through, by or under them, that an assignment of this mortgage shall carry with it an assignment of the amortization note which it is given to secure.

WITNESS the hands and seals of the said Mortgagors.

TESTE:

H. Noel Haller

Harry F. Leatherman (SEAL)

Gusta V. Leatherman (SEAL)

STATE OF MARYLAND, Frederick County, to wit:

I hereby certify that on this 19 day of January, in the year One Thousand Nine Hundred and twenty four before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared HARRY F. LEATHERMAN and GUSTA V. LEATHERMAN, his wife, the Mortgagors named in the foregoing mortgage, and duly acknowledged the said Mortgage to be their Act. And at the same time personally appeared before me, H. Noel Haller, Agent of the within named Mortgagee, and made oath in due form of law that the consideration named in the foregoing mortgage is true and bona fide as therein set forth, and also made oath in due form of law that the mortgagee has not required the mortgagors their agent or attorney, or any person for the said mortgagors, to pay the tax levied upon the interest covenanted to be paid in advance, nor will he as such agent require any tax levied thereon to be paid by the said mortgagors or any person for them during the existence of this mortgage. And the said H. Noel Haller did further make oath that he is the duly authorized agent of said mortgagee and as such is authorized and qualified to make the foregoing affidavit.